



City of Charleston

JOHN J. TECKLENBURG
Mayor

South Carolina
Department of Public Service

LAURA S. CABINESS, PE
Director

PUBLIC WORKS AND UTILITIES COMMITTEE AGENDA

There will be a meeting of the Public Works and Utilities Committee on Tuesday, October 10, 2017 to begin at 4:00 p.m. in the first floor conference room at 80 Broad Street. The following items will be heard:

A. Invocation

B. Approval of Public Works and Utilities Committee Minutes

May 9, 2017 – *DEFERRED*

August 14, 2017 – *DEFERRED*

September 13, 2017 – *DEFERRED*

September 25, 2017 – *DEFERRED*

C. Request to Set a Public Hearing

None

D. Acceptance and Dedication of Rights-of-Way and Easements

1. **Sidewalk at Broad Street** – Approval to notify SCDOT that the City intends to accept maintenance responsibility for the 160 linear-foot long granite curb to be constructed at 310 Broad Street, within the SCDOT right-of-way (S-10-1015). Letter and map attached.
 - a. Letter
 - b. Map
2. **Lot 3 Belle Terre Subdivision** – Relocation of a portion of a 20-foot drainage easement on lot 3 Belle Terre (TMS #452-06-00-142).
 - a. Exclusive Stormwater Drainage Easements
 - b. Plat
3. **Lot 4 Belle Terre Subdivision** – Abandonment of a portion of a drainage easement and creation of a new 20-foot drainage easement on lot 4 Belle Terre (TMS #452-06-00-143).

- a. Abandonment of Drainage Easement
- b. Exclusive Stormwater Drainage Easements
- c. Plat

E. Requests for Permanent Encroachments

None

F. Temporary Encroachments Approved By The Department of Public Service (For information only)

1. **2610 Josiah Street** – transfer from contractor - installing irrigation encroaching into right-of-way. This encroachment is temporary. **Approved 10/2, 2017.**
2. **483 Shadowmoss Parkway** – installing irrigation encroaching into right-of-way. This encroachment is temporary. **Approved 10/2, 2017.**
3. **8 Church Street** – installing connection of yard drainage pipes to city stormwater inlet with 4-inch schedule PVC under concrete, encroaching into right-of-way. This encroachment is temporary. **Approved 10/2, 2017.**
4. **28 Ann Street** – installing 36” x 36” right angle sign encroaching into right-of-way (Deco Nightclub). This encroachment is temporary. **Approved 10/2, 2017.**
5. **562 King Street** – installing 24” x 36” right angle sign encroaching into right-of-way (Colur Studios). This encroachment is temporary. **Approved 10/2, 2017.**
6. **550 King Street** – installing 2’6” round right angle sign encroaching into right-of-way (Felix). This encroachment is temporary. **Approved 10/2, 2017.**
7. **2791 Conservancy Lane** – installing 6-foot fence encroaching into drainage easement. This encroachment is temporary. **Approved 10/2, 2017.**
8. **2795 Conservancy Lane** – installing 6-foot fence encroaching into drainage easement. This encroachment is temporary. **Approved 10/2, 2017.**
9. **2331 Grandiflora Blvd** – installing concrete driveway and sod encroaching into drainage easement. This encroachment is temporary. **Approved 10/2, 2017.**

G. Miscellaneous or Other New Business

None

Councilmember Rodney Williams
Chairperson

In accordance with the Americans with Disabilities Act, people who need alternative formats, ASL (American Sign Language) Interpretation or other accommodation please contact Janet Schumacher at (843) 577-1389 or email to schumacherj@charleston-sc.gov three business days prior to the meeting.



City of Charleston

South Carolina

Department of Public Service

JOHN J. TECKLENBURG
Mayor

LAURA S. CABINESS, PE
Director

Date

Mr. Kirk R. Richards, P.E.
Assistant District Maintenance Engineer
SCDOT - District Six
6355 Fain Blvd
North Charleston, SC, 29406

RE: Maintenance of Non-Standard Construction Materials within Broad Street (S-10-1015).

Dear Mr. Richards:

The City of Charleston, through its Technical Review Committee, and in keeping with the non-standard construction materials that have historically been used in the streets adjacent to the site, requires the installation of 610 linear-foot long granite curb to be constructed in conjunction with the Jasper construction project, within the SCDOT right-of-way at Broad Street (S-10-1015).

The City Council of Charleston, at its meeting held [date of meeting], in order to maintain the historic character of the streetscape in Charleston, agreed to accept maintenance responsibility for the non-standard curbing material within the State maintained right-of-way shown on the attached drawing. The City of Charleston agrees to maintain the granite curbing in compliance with current ADA and SCDOT standards (*ADA Standards for Transportation Facilities*, *SC Highway Design Manual*, *SCDOT Standard Drawings*, and *AASHTO Guide for Development of Pedestrian Facilities*).

Should there be any questions, please do not hesitate to contact me at 843-724-3754 or at cabinessl@charleston-sc.gov.

Sincerely,

Laura S. Cabiness, P.E.

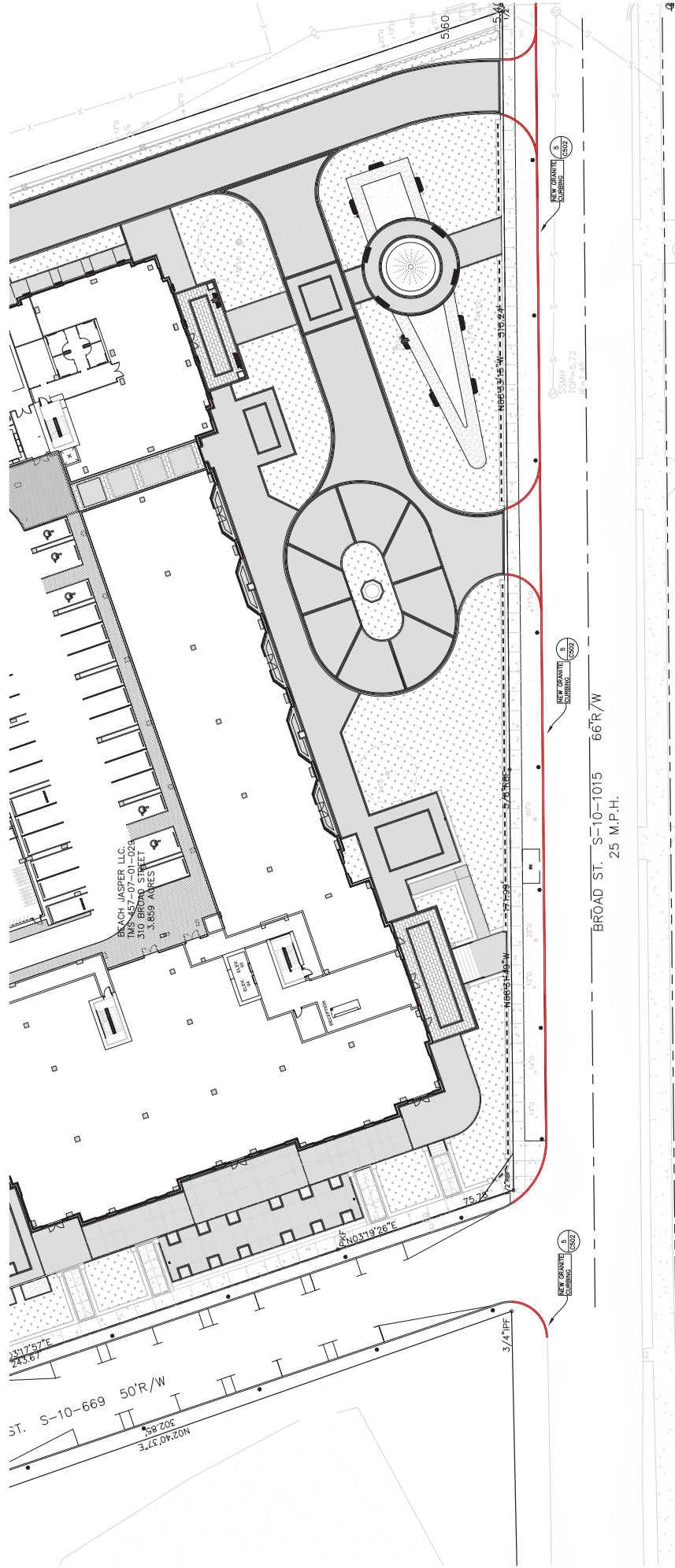
Copy to:

Michael R. Metzler, Deputy Director
Thomas F. O'Brien, Deputy Director
Brian Pokrant, GIS Analyst
Trey Linton

LSC/eac

NON STANDARD MATERIAL TABLE

GRANITE CURBING: TOTAL LENGTH =
610 L.F. IN BROAD STREET RIGHT
OF WAY



JASPER
BROAD STREET EXHIBIT

SCALE: 1" = 40'

CITY OF CHARLESTON

This Agreement is made and entered into this _____ day of _____ 20____, by and between the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina (herein the "City"), and Todd Wigfield (herein the "Owner").

WHEREAS, THE CITY OF CHARLESTON, is desirous of maintaining storm water drainage ditches and appurtenances ("Storm Water System") across a portion of property identified by and designated as Charleston County tax map number 452-06-00-142 and to accomplish this objective, the City must obtain certain easements from the Owner permitting the maintenance of the Storm Water System through the referenced portion of the Owner's property as hereinafter described; and

WHEREAS, the undersigned Owner of the property is desirous of cooperating with the City and is minded to grant unto it certain permanent and exclusive storm water drainage easements in and to the property necessary therefor.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the drainage improvements to the property, the Owner has granted, bargained, sold, released and conveyed by these present and does grant, bargain, sell, release and convey unto the City of Charleston all of those certain New City of Charleston Drainage Easements (or D.E.) as such are identified on the above referenced _____ property and which are more fully shown on that certain plat entitled;

“ PLAT SHOWING THE RELOCATION of a 20’ DRAINAGE EASEMENT ON LOT 3, BELLE TERRE SUBDIVISION. FORMERLY PARROT POINT SUBDIVISION. CITY OF CHARLESTON. CHARLESTON COUNTY, S.C.”

Prepared and executed by Anderson & Associates Land Surveying dated December 13, 2012,
revised on 8/15/2017, and recorded on _____ in Plat
Book _____ at Page _____ in the RMC Office for Charleston, South Carolina (herein the "Plat").
A copy of said plat is attached heretofore as "Exhibit A" and incorporated herein.

SAID EXCLUSIVE STORM WATER DRAINAGE EASEMENTS having such size, shape, location, and butting and bounding as shown on said Plat, reference to which is hereby made for a more complete description.

The City shall at all times have the right of ingress and egress to the land affected by the said Exclusive and Permanent Storm Water Drainage Easements for purposes of periodic inspection, maintenance, repair and replacement of the Storm Water System. These Exclusive and Permanent Storm Water Drainage Easements shall be commercial in nature and shall run with the land.

The City has no obligation to repair, replace or to compensate the Owner for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of these Exclusive and Permanent Storm Water Drainage Easements during the conduct of its allowable activities as described above.

TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said CITY OF CHARLESTON, its successors and assigns, against Owner and its heirs and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

ABANDONMENT OF EASEMENT

This Abandonment of Easement ("*Abandonment*") is entered this ____ day of _____, 2017, by and between the City of Charleston, a Municipal corporation organized and existing pursuant to the laws of the State of South Carolina ("*City*"), and Byron L & Pamala S Bass ("*Owner*").

WHEREAS, Owner is the owner of Lot 4, Belle Terre Subdivision, Charleston County, South Carolina, designated as TMS No. 452-06-00-143 (the "*Property*"); and

WHEREAS, there currently exists on the Property a 20' Drainage Easement as shown on a plat recorded in Book EH, at Pages 898-890, in the RMC Office for Charleston County, South Carolina ("*Old Easement*"); and

WHEREAS, Owner has requested that the City release and abandon the Old Easement; and

WHEREAS, the City is mindful to grant such request and desires to release and abandon the Old Easement, as more particularly described on Exhibit "A" attached hereto and shown on the Plat (as defined below); and

WHEREAS, upon the abandonment of the Old Easement, the owner of the real property which is subject to the Old Easement, has acknowledged on behalf of himself, his heirs and assigns, his sole and complete responsibility for the condition of the portion of the Old Easement as is currently exists and may exist in the future and has further agreed to hold the City, its officers, and agents and employees harmless from any and all claims concerning the Old Easement being hereby abandoned.

NOW THEREFORE, the City has abandoned the Old Easement hereinafter described and the drainage facilities located therein. The Old Easement and facilities hereby abandoned are located on that certain parcel of land in the County of Charleston and State of South Carolina, and is more particularly described on Exhibit "A" attached hereto and shown on a plat entitled "PLAT SHOWING THE ABANDONMENT of a 20' EASEMENT AND NEW DRAINAGE EASEMENT ON LOT 4, BELLE TERRE SUBDIVISION. FORMERLY PARROT POINT SUBDIVISION. CITY OF CHARLESTON. CHARLESTON COUNTY, S.C." prepared by Anderson & Associates Land Surveying and Planning, dated December 13, 2012 and recorded in Plat Book _____, at Page _____ in the RMC Office for Charleston County, South Carolina (herein the "*Plat*"). No portion of the Old Easement is abandoned except as specifically described on Exhibit "A," and shown on the Plat, as "20' DRAINAGE EASEMENT TO BE ABANDONED".

IN WITNESS WHEREOF, the Parties have caused this instrument to be signed in their names to be affirmed hereby by duly authorized authority the date and year first above written.

WITNESSES:

Witness #1

Witness #2

OWNER:

Byron L & Pamala S Bass

Dated: _____

WITNESSES:

Witness #1

Witness #2

CITY OF CHARLESTON

By: _____

Print Name: _____

Its: _____

Dated: _____

PROBATE

Witness #1

PROBATE

Witness # 1

DM: 2007148 V.1

EXHIBIT "A"

ALL THAT CERTAIN piece, parcel or tract of land located in Belle Terre Subdivision, City of Charleston, County of Charleston, State of South Carolina, shown and designated as "20' DRAINAGE EASEMENT TO BE ABANDONED" on that certain plat entitled "PLAT SHOWING THE RELOCATION OF 20' DRAINAGE EASEMENT ON LOT 3 BELLE TERRE SUBDIVISION, FORMERLY PARROT POINT SUBDIVISION. CITY OF CHARLESTON. CHARLESTON COUNTY, S.C." prepared by Anderson & Associates Land Surveying and Planning, Inc. dated December 13, 2012 and recorded in Plat Book _____, at Page _____ in the RMC Office for Charleston County, South Carolina.

CITY OF CHARLESTON

This Agreement is made and entered into this _____ day of _____ 20____, by and between the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina (herein the “City”), and Byron L & Pamala S Bass (herein the “Owner”).

WHEREAS, THE CITY OF CHARLESTON, is desirous of maintaining storm water drainage ditches and appurtenances (“Storm Water System”) across a portion of _____ property identified by and designated as Charleston County tax map number 452-06-00-143 and to accomplish this objective, the City must obtain certain easements from the Owner permitting the maintenance of the Storm Water System through the referenced portion of _____ the Owner’s property as hereinafter described; and

WHEREAS, the undersigned Owner of the property is desirous of cooperating with the City and is minded to grant unto it certain permanent and exclusive storm water drainage easements in and to the property necessary therefor.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the drainage improvements to the property, the Owner has granted, bargained, sold, released and conveyed by these present and does grant, bargain, sell, release and convey unto the City of Charleston all of those certain New City of Charleston Drainage Easements (or D.E.) as such are identified on the above referenced portion of property and which are more fully shown on that certain plat entitled;

"PLAT SHOWING THE ABANDONMENT OF 20' DRAINAGE EASEMENT AND NEW DRAINAGE EASEMENT ON LOT 4, BELLE TERRE SUBDIVISION. FORMERLY PARROT POINT SUBDIVISION. CITY OF CHARLESTON. CHARLESTON COUNTY, S.C."

Prepared and executed by Anderson & Associates Land Surveying dated December 13, 2012,
revised on 8/15/2017, and recorded on _____ in Plat
Book _____ at Page _____ in the RMC Office for Charleston, South Carolina (herein the "Plat").
A copy of said plat is attached heretofore as "Exhibit A" and incorporated herein.

SAID EXCLUSIVE STORM WATER DRAINAGE EASEMENTS having such size, shape, location, and butting and bounding as shown on said Plat, reference to which is hereby made for a more complete description.

The City shall at all times have the right of ingress and egress to the land affected by the said Exclusive and Permanent Storm Water Drainage Easements for purposes of periodic inspection, maintenance, repair and replacement of the Storm Water System. These Exclusive and Permanent Storm Water Drainage Easements shall be commercial in nature and shall run with the land.

The City has no obligation to repair, replace or to compensate the Owner for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of these Exclusive and Permanent Storm Water Drainage Easements during the conduct of its allowable activities as described above.

TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said CITY OF CHARLESTON, its successors and assigns, against Owner and its heirs and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

